# INDEX


| | Page |
|---|---|
| Opinions below | 1 |
| Jurisdiction | 1 |
| Questions presented | 2 |
| Statutes involved | 2 |
| Statement | 2 |
| Argument | 6 |
| Conclusion | 18 |
| Appendix | 19 |


## CITATIONS


Cases:

| | |
|---|---|
| *Anaconda Copper Mining Company* v. *United States* (D. Mont., Civil No. 227)- decided December 30, 1947 | 13 |
| *Atchison, Topeka & Santa Fe Railway Company* v. *United States*, 232 U. S. 199 | 13 |
| *B. & O. Railroad Company* v. *United States*, 305 U. S. 507 | 13, 14 |
| *C. & D. Motor Delivery Company* v. *United States*, 150 F. 2d 250 | 15, 16 |
| *Corn Products Refining Company* v. *United States*, 69 F. Supp. 869, affirmed 331 U. S. 790 | 14 |
| *El Dorado Oil Works* v. *United States*, 328 U. S. 12 | 15 |
| *Ex Parte No. 104*, 209 I. C. C. 11 | 14 |
| *General American Tank Car Corporation* v. *El Dorado Terminal Company*, 308 U. S. 422 | 15 |
| *Howitt* v. *United States*, 328 U. S. 189 | 15 |
| *Interstate Commerce Commission* v. *Jones* (N. D. Okla., Civil No. 1692, decided May 16, 1946), 6 Fed. Carrier Cases Par. 80, 400 | 15 |
| *Interstate Commerce Commission* v. *Reichmann*, 145 Fed. 235 | 15 |
| *Louisville & Nashville Railroad Co.* v. *Mottley*, 219 U. S. 467 | 12, 15 |
| *Merchants Warehouse Co.* v. *United States*, 283 U. S. 501 | 10, 13, 14 |
| *Mitchell Coal Company* v. *Pennsylvania Railroad Company*, 230 U. S. 247 | 13 |
| *Spencer Kellogg & Sons, Inc.* v. *United States*, 20 F. 2d 459, certiorari denied, 275 U. S. 566 | 15 |
| *Terminal Warehouse Co.* v. *Pennsylvania Railroad Co.*, 297 U. S. 500 | 10 |
| *Terminal Warehouse Company* v. *United States*, 31 F. 2d 951 | 15 |




785983—48——1

Cases—Continued Page

*Union Pacific Railroad Company* v. *United States*, 313 U. S. 450 ..... 15

*United States* v. *American Sheet & Tin Plate Company*, 301 U. S. 402 ..... 14

*United States* v. *Baltimore & Ohio Railroad Company*, 231 U. S. 274 ..... 13

*United States* v. *Koenig Coal Co.*, 270 U. S. 512 ..... 15

*United States* v. *Metropolitan Lumber Company*, 254 Fed. 335 ..... 14

*United States* v. *Miller*, 18 F. Supp. 389 ..... 15

*United States* v. *Wabash Railroad Company*, 321 U. S. 403 .. 14

Statutes:

Elkins Act (32 Stat. 847; 49 U. S. C. 42): Section 2 ..... 22

Interstate Commerce Act (as amended, 49 Stat. 543; 54 Stat. 898; 49 U. S. C. 317 (a), 317 (b), 322 (b), 322 (c), 324a):

Section 217 (a) ..... 9, 19

Section 217 (b) ..... 9, 19

Section 222 (b) ..... 20

Section 222 (c) ..... 21

Section 225 ..... 21

# In the Supreme Court of the United States

OCTOBER TERM, 1947

No. 728

NORTH PIER TERMINAL COMPANY, PETITIONER

*v.*

INTERSTATE COMMERCE COMMISSION

*ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SEVENTH CIRCUIT*

## BRIEF FOR THE INTERSTATE COMMERCE COMMISSION IN OPPOSITION

### OPINIONS BELOW

The District Court wrote no opinion but made comprehensive findings of fact and conclusions of law (R. 60–68). The opinion of the Circuit Court of Appeals (R. 78–87) is reported in 164 F. 2d 640.

### JURISDICTION

The judgment of the Circuit Court of Appeals was entered on November 19, 1947 (R. 87). A petition for rehearing was denied on January 9, 1948 (R. 89). The petition for a writ of cer-

tiorari was filed on April 9, 1948. The jurisdiction of this Court is invoked under Section 240 (a) of the Judicial Code, as amended (28 U. S. C. 347 (a)).

## QUESTIONS PRESENTED

1. Whether it is lawful for common carriers of property by motor vehicle to pay, and for the owner of a building to receive, payments which are not provided for in the carriers' published tariffs and which are given for performance by the landlord, in connection with certain shipments from tenants of the building, of certain services which are not specified in the tariffs and which the carriers themselves are not obligated or authorized thereunder to perform.

2. Whether such a rebate paid by a common carrier of property by motor vehicle is legalized by reason of the circumstance that it is not paid to shippers but to the owner of the building where shippers are tenants and the landlord gathers, guards, stores, and segregates shipments from tenants for delivery to carriers for transportation.

## STATUTES INVOLVED

The pertinent provisions of Sections 217 (a), 217 (b), 222 (b), 222 (c), 225 of the Interstate Commerce Act, and Section 2 of the Elkins Act, are set forth in the Appendix, *infra*, pp. 19–22.

## STATEMENT

Petitioner owns a building in Chicago and leases premises to approximately seventy-five

tenants, who ship and receive freight in interstate commerce over the lines of more than a hundred motor carriers (R. 52, 61). Petitioner and some twenty of such carriers,[1] named as defendants in the suit, have entered into contracts whereby petitioner performs certain services in connection with shipments from tenants in the building (R. 52, 61). Each of such defendant motor carriers pays to petitioner monthly an amount equal to four cents per hundred pounds on all freight handled by petitioner for transportation by such carrier (R. 54, 65).

Petitioner assigns its employees and space at two locations in its building for handling such shipments from its tenants (R. 52, 63). At these so-called "stations" the defendant carriers having contracts with petitioner do not exercise control over the performance of the service rendered by petitioner, and petitioner's employees engaged in such service perform other duties for petitioner (R. 53, 64).

Petitioner's service is not available to shippers other than tenants of petitioner's building (R. 47, 53, 64). Tenants of the building are not required to use petitioner's service, but may and do turn over some shipments directly to carriers; and

[1] Of the twenty carrier defendants in the District Court, only five joined in petitioner's appeal to the Circuit Court of Appeals. The instant petition for a writ of certiorari is presented by petitioner alone, none of the carriers having joined therein.

all incoming shipments are delivered directly to the tenants of the building by the carriers, without handling by petitioner (R. 54, 65). After outgoing shipments have been turned over to the carrier by petitioner, they are handled in the same manner as shipments turned over directly to the carrier by shippers; the shipments are transported to the carrier's regular public freight stations and there assembled and loaded for transportation in interstate commerce (R. 48). None of the defendant carriers lists a telephone on petitioner's premises nor advertises the so-called "stations" at that building as places where they receive freight for transportation (R. 54, 64).

The service furnished by petitioner's employees in connection with shipments from tenants in its building consists in the reception of such shipments from tenants, storage thereof in wire enclosures at the so-called "stations," and delivery thereof to the carriers' trucks. Petitioner's employees assume custody of the shipments, guard them, store them, segregate and arrange them in separate lots according to the motor carriers that are to transport them, notify the carriers, and turn over the shipments to the carriers' trucks, loading them by means of "skids" and "lift trucks" furnished by petitioner. (R. 52–53, 63–64.) In some instances petitioner's employees take shipments from the premises of shippers located on the first floor of the building (R. 53, 64). The wire enclosures where shipments are

stored at the so-called "stations" are not directly accessible to trucks but are some distance inside the warehouse building, and petitioner's employees move the shipments therefrom, which are to be loaded, to and across the dock to the carriers' trucks (R. 52–53, 63–64).

Each of the defendant motor carriers publishes tariffs providing that the rates include one pick-up and/or delivery from or to shipping department directly accessible to trucks at consignor's or consignee's warehouse, store, place of business or residence. The same rates apply whether or not the shipments from petitioner's tenants are handled by petitioner. The full tariff rates are collected directly from shippers. No part of the payments received by petitioner from the carriers is paid to the shippers or consignees. The tariffs contain no provision for the rendition of the above-described services performed by petitioner's employees or for payments to petitioner. (R. 54, 65.)

The District Court enjoined further payments to petitioner for the services, holding that the so-called "stations" maintained by petitioner in its building are not public freight stations of the defendant carriers, but clearly appear to be a facility which petitioner maintains for the convenience of its tenants (R. 66); that it is not the function of the defendant carriers, under their tariffs, to furnish services such as maintaining custody over, guarding, sorting and assembling shipments in warehouses, or to furnish instrumentalities such as

"skids" and "lift trucks" to shippers; that the function and duty of the carriers, according to their tariffs, is to make a free pick-up or delivery of shipments at a dock or other place directly accessible to trucks, and thereafter to transport the shipments; that if other services or facilities are to be furnished, or paid for, by the carriers, those services and facilities must be specified in the tariffs, together with the charges of the carriers therefor (R. 66); and that the payment of four cents per hundred pounds by the defendant carriers to petitioner, without proper tariff provision therefor, was, therefore, an unlawful rebate (R. 67). On appeal, the Circuit Court of Appeals (one judge dissenting) affirmed this ruling (R. 79–85).

**ARGUMENT**

In affirming the decision of the District Court, the majority of the court below said:

> The heart of the appellants' position is that the carriers' payment of 4¢ per hundredweight is to one *other than the shipper,* and therefore needs no publication in its tariffs, and is violative of neither statute nor published tariff. As an added basis for its position, it asserts that the assembling rooms at the building were "stations" and therefore legally permissible establishments.
>
> * * * * *
>
> Our reading of the statutes above quoted, convinces us that Congress intended to

> compel carriers to exact identical charges for identical service between the same points of service. Congress seemed determined to prohibit even the slightest deviation from such norm. [R. 82]
>
> * * * * *
>
> When Congress in the language just quoted went to such great lengths to cover all conceivable situations which a carrier's ingenuity in solving situations might devise, we can not construe such language to require the rebate or refund to be to the one making the original payment—the shipper. Probably such rebate is usually in fact made to the shipper. Here it was not. If Congress had intended to limit proscribed rebates to shipper, it could easily have so stated. Instead, it seemed bent on traveling in the other direction—away from narrowing restricted or condemned rebates. [R. 83]

It is submitted that the decision of the Circuit Court of Appeals, affirming the District Court, is correct. The undisputed facts, as found by the courts below,[2] demonstrate that the services furnished by petitioner, for which petitioner is paid by the carriers, do not constitute transportation services which it is the duty of the carriers under their published tariffs to perform; and previous decisions of this Court have established that it is an

[2] The court's findings are based upon a record containing a detailed stipulation covering all the relevant facts (R. 51–55).

unlawful rebate for carriers to furnish without charge, or pay someone else for furnishing, service which differs from that specified in the carriers' published tariff and exceeds the carriers' transportation obligation and discriminates between shippers. It is equally well established that a rebate is not legalized by reason of the circumstance that it is not paid by a carrier to a shipper.

1. In view of the terms of the published tariffs, it is clear that, as the District Court found (R. 66), it is no part of the carriers' transportation obligation as specified in their tariffs to furnish services such as were provided by petitioner. Such services do not constitute transportation; they are steps preliminary to transportation. They are not part of the carriers' duty under the tariffs. They are services which the shipper is bound to perform, or to have performed for his account, if he desires them.

Examination of the tariffs discloses that it is not the function of the carriers to furnish services such as maintaining custody over, guarding, sorting and assembling shipments in warehouses so that they will be tendered to the trucks of the proper carrier for transportation. The carriers are not authorized by the tariff provisions to furnish instrumentalities such as "skids" and "lift trucks" to shippers. The function and duty of the carriers, as specified in their tariffs, is merely to make a single pick-up or delivery of

shipments at a dock or other place directly accessible to trucks, and to transport the shipments.

These conclusions, drawn by the courts below, are the only rational inference warranted by the undisputed facts which have been stipulated by the parties. Paragraph 12 of that stipulation reads (R. 54):

> Each of the defendant motor carriers publishes and has on file with the Interstate Commerce Commission tariffs which contain the rates and charges for transportation of the aforesaid shipments, and said tariffs provide that *the rates include one pick-up and/or delivery of such shipments from or to shipping department directly accessible to trucks* at consignor's or consignee's warehouse, factory, store, place of business or residence. *The tariffs contain no further provision for the rendition of the aforesaid services* [rendered by petitioner] *by either the carriers or by North Pier Terminal Co. or for such payments to North Pier Terminal Co.* [Italics supplied.]

In view of the terms of these tariffs, it is manifest that for the carriers to perform, or to pay petitioner for performing, the services involved, would constitute a plain violation of Section 217 (a) requiring the publication of tariffs "showing all the rates, fares, and charges for transportation, and *all services in connection therewith.*" [Italics supplied.] Equally clear is the violation of Section 217 (b), which provides that no carrier shall

> refund or remit in any manner or by any device, directly or indirectly, or through any agent or broker or otherwise, any portion of the rates, fares, or charges so specified, or *extend to any person any privileges or facilities* for transportation in interstate or foreign commerce *except such as are specified in its tariffs:* * * * [Italics supplied.]

In view of the absence of any tariff provision covering services of the sort performed by petitioner, payment for such services by the carriers would not be legalized even if they were deemed to be those of a bona fide public freight station maintained by the carriers.[3] But obviously petitioner's services were not those of a bona fide public freight station maintained by the carriers for the reception of freight generally. The service was limited to outbound traffic of tenants in the petitioner's building, and consisted only of such preliminary steps as other shippers are obliged to perform at their own expense.

The service petitioner furnished its tenants was precisely the same as that furnished by an apartment house maintaining a central desk where

[3] Cf. *Merchants Warehouse Co.* v. *United States*, 283 U. S. 501, 508, and *Terminal Warehouse Co.* v. *Pennsylvania Railroad Co.*, 297 U. S. 500, 506, where the Court held that the warehouses were not bona fide public freight stations, but were used only by shippers who utilized certain warehousing services in addition to the transportation services which the carriers were bound to perform. The same situation exists in the case at bar.

tenants have the privilege of leaving bundles of laundry, or suits to be pressed, instead of being required to make their own arrangements with the laundry or cleaning establishment for collection and delivery at their own apartment door. Such service may well be beneficial to all parties concerned, and an advantageous feature or "selling-point" attracting tenants to petitioner's building. But under the Interstate Commerce Act it can not be maintained at the expense of carriers obliged to observe their published tariffs, and required by law to restrict their service to what is specified therein.

Indeed, on traffic delivered directly by tenants in petitioner's building to carriers, the carriers under their tariffs are obliged to and do perform the same service and collect the same rates as on traffic handled by petitioner.[4] This clearly shows that the services rendered by petitioner are not part of the carriers' duty but must be deemed to have been rendered on behalf of the shippers. If the carriers were permitted to perform, or pay

[4] It could perhaps even be questioned whether petitioner's "stations," being wire enclosures *inside* the building, and some distance from the docks, can actually be considered as "directly accessible to trucks" as required by the tariffs. In any event, assuming that the "stations" do satisfy the tariff requirements, the service performed by petitioner is furnished without any additional charge. Shippers using petitioner's service thus obtain such service, plus the carriers' transportation service, for the same rate as is paid for the transportation service alone by other shippers who deliver shipments directly to the carriers for transportation.

for, such services, they would plainly be guilty of a discrimination in service, amounting to a rebate, of the very sort which Congress firmly intended to extirpate and "cut up by the roots." *Louisville & Nashville Railroad Co.* v. *Mottley,* 219 U. S. 467, 478.

The circumstances that upon completion of the services rendered by petitioner the carrier must then perform the same transportation service which they would have performed if the traffic had been received directly from the shippers, likewise shows that petitioner's services form no part of the transportation function which the carriers are permitted and required by law to perform under the terms of their tariffs. The attempt to designate the two locations on petitioner's premises as a "station" is altogether misleading, and in the light of the actual facts cannot be regarded as having any legal significance. The differences between petitioner's activities and those which a carrier would perform at a bona fide public freight station are obvious. In fact, the record indicates that traffic delivered to carriers by petitioner is then transported by them to their genuine public freight stations, where it is handled in the same manner as traffic received directly from shippers.

Petitioner's service is thus clearly seen to be something additional, something superadded, something separate and distinct from, and not embraced within, the normal and lawful transpor-

tation function which carriers are authorized and obliged to perform and to specify with definiteness and certainty in the provisions of their published tariffs. Indeed, it is conceded and stipulated that there is no tariff authority whatsoever for the services for which petitioner was being paid four cents a hundred pounds by the carriers until enjoined (Pet. 3, R. 54).

2. The carriers may not lawfully pay petitioner for performing service which it is not the duty of the carriers to perform. This proposition is almost an axiomatic principle of transportation law, and has been established in a long line of cases. While a carrier may pay either a shipper or any other agent for performing services which it is the carrier's duty to perform,[5] it may not itself perform free of charge, or pay someone else for performing, any services in excess of its transportation obligation; and the precise scope of such obligation must be specified in the carriers' published tariffs.[6] *Mitchell Coal Com-*

[5] The carrier has the option of performing itself any service which it has the duty to perform; or it may elect to employ some shippers, but not others, as its agents to perform such service. *Atchison, Topeka & Santa Fe Railway Company* v. *United States*, 232 U. S. 199, 214; *United States* v. *Baltimore & Ohio Railroad Company*, 231 U. S. 274, 293.

[6] While the mere fact of publication in tariff form does not legalize an allowance for service which the carrier is under no duty to perform (*Merchants Warehouse Company* v. *United States*, 283 U. S. 501, 511; *B. & O. Railroad Company* v. *United States*, 305 U. S. 507, 526; *Anaconda Copper Mining Company* v. *United States* (D. Mont., Civil No. 227),

*pany* v. *Pennsylvania Railroad Company,* 230 U. S. 247, 263; *Merchants Warehouse Company* v. *United States,* 283 U. S. 501, 510–11, 513; *B. & O. Railroad Company* v. *United States,* 305 U. S. 507, 524; *United States* v. *American Sheet & Tin Plate Company,* 301 U. S. 402; *United States* v. *Wabash Railroad Company,* 321 U. S. 403, 410; *Corn Products Refining Company* v. *United States,* 69 F. Supp. 869 (N. D. Ill.) affirmed, 331 U. S. 790.

The foregoing authorities, and other terminal allowance cases growing out of the Commission's decision in *Ex Parte No. 104,* 209 I. C. C. 11, make it clear that the furnishing of free service in excess of that covered by the published line-haul rates constitutes a rebate just as much as the refunding of a part of the charges collected. See also *United States* v. *Metropolitan Lumber Company,* 254 Fed. 335, 340–1 (D. N. J.). It has frequently been declared by this Court that the purpose of Congress in the Interstate Commerce Act and legislation supplemental thereto was to extirpate and "cut up by the roots" every form of discrimination, favoritism, and inequality.

---

decided December 30, 1947), no issue with respect to the effect of tariff publication as a device for unduly extending the permissible limits of the carrier's transportation obligation is presented in the case at bar, since the services involved are not specified at all in the published tariffs. No issue arises here as to how far a carrier may go in enlarging by tariff publication the scope of its duties.

*Louisville & Nashville Railroad Company* v. *Mottley,* 219 U. S. 467, 478.

3. Likewise it is well settled that a rebate is not legalized by reason of the circumstance that it is not effectuated through the form of a payment by a carrier to a shipper. *Howitt* v. *United States,* 328 U. S. 189, 192; *United States* v. *Koenig Coal Co.,* 270 U. S. 512, 519; *Union Pacific Railroad Company* v. *United States,* 313 U. S. 450; *General American Tank Car Corporation* v. *El Dorado Terminal Company,* 308 U. S. 422; *El Dorado Oil Works* v. *United States,* 328 U. S. 12; *Interstate Commerce Commission* v. *Reichmann,* 145 Fed. 235 (C. C. N. D. Ill.); *Spencer Kellogg & Sons, Inc.* v. *United States,* 20 F. (2d) 459 (C. C. A. 2), certiorari denied, 275 U. S. 566; *C. & D. Motor Delivery Company* v. *United States,* 150 F. (2d) 250 (C. C. A. 6); *Terminal Warehouse Company* v. *United States,* 31 F. (2d) 951 (D. Md.); *United States* v. *Miller,* 18 F. Supp. 389, 390–1 (D. Nebr.); *Interstate Commerce Commission* v. *Jones* (N. D. Okla., Civil No. 1692, decided May 16, 1946), 6 Fed. Carrier Cases Par. 80,400.

Particularly applicable to the facts in the case at bar is the following language from Judge Soper's opinion in *Terminal Warehouse Company* v. *United States,* 31 F. (2d) 951, 958:

> The contention seems to be that the allowance paid to it has no relation to the contract of shipment, and is therefore outside

> the purview of the terms of the Interstate Commerce Act. *But it is not a sufficient answer to say that the allowance is not paid to the shipper* or consignee. *In any event, it is paid by the carrier for a service rendered to the shipper's goods,* and unless the service is performed for all shippers alike at the carrier's station, it may not lawfully be given, under the terms of the tariff or of the act of Congress. [Italics supplied.]

And squarely in point is the recent decision in *C. & D. Motor Delivery Company* v. *United States,* 150 F. (2d) 250 (C. C. A. 6). In that case a warehouse company, just as petitioner did in the case at bar, performed the service of concentrating shipments *"from various doors* of the thirty delivery doors of the defendant, all directly accessible to the trucks of the C. & D. Motor Delivery Company, *at one such door directly accessible to such carrier's trucks."* The tariffs in effect likewise provided for *"one pick-up* from shipping department directly accessible to trucks." [p. 252.] The C. & D. Motor Delivery Company paid the warehouse an allowance of $2.26 for the assembling and loading services performed by the warehouse in concentrating the shipments. On those facts the court, even under the strict construction required for the purpose of a criminal prosecution, held that the practice amounted to a violation of Section 217 (b) of the Act suf-

ficient to justify a prosecution under Section 222 (c).

In view of all these circumstances, it is clear that the payment to petitioner of four cents per hundred pounds on shipments handled by petitioner is an unlawful rebate. Congress intended that a carrier performing for different shippers an identical transportation service specified in its tariff should receive the same compensation therefor, regardless of the number of persons handling the goods for the shipper's benefit prior to delivery thereof to the carrier for transportation. All preliminary services prior to the commencement of the carrier's transportation obligation, such as those performed by petitioner herein, must be treated as performed for the account of the shipper. Hence they cannot be paid for by the carriers, and the allowance received by petitioner constitutes an unlawful rebate.

## CONCLUSION

The decision of the court below is correct, and there is no conflict of decisions. The petition for a writ of certiorari should, therefore, be denied.

Respectfully submitted,

PHILIP B. PERLMAN,
*Solicitor General.*
JOHN F. SONNETT,
*Assistant Attorney General.*
EDWARD DUMBAULD,
*Special Assistant to the Attorney General.*

DANIEL W. KNOWLTON,
*Chief Counsel,*
GORDON LOCKE,
*Attorney,*
*Interstate Commerce Commission.*

APRIL 1948.

## APPENDIX

Interstate Commerce Act (as amended, 49 Stat. 543; 54 Stat. 898; 49 U. S. C. 317 (a), 317 (b), 322 (b), 322 (c), 324 a).

Section 217 (a):

> Every common carrier by motor vehicle shall file with the Commission, and print, and keep open to public inspection, tariffs showing all the rates, fares, and charges for transportation, and all services in connection therewith, of passengers or property in interstate or foreign commerce between points on its own route and between points on its own route and points on the route of any other such carrier, or on the route of any common carrier by railroad and/or express and/or water, when a through route and joint rate shall have been established. Such rates, fares, and charges shall be stated in terms of lawful money of the United States. The tariffs required by this section shall be published, filed, and posted in such form and manner, and shall contain such information, as the Commission by regulations shall prescribe; and the Commission is authorized to reject any tariff filed with it which is not in consonance with this section and with such regulations. Any tariff so rejected by the Commission shall be void and its use shall be unlawful.

Section 217 (b):

> No common carrier by motor vehicle shall charge or demand or collect or receive

a greater or less or different compensation for transportation or for any service in connection therewith between the points enumerated in such tariff than the rates, fares, and charges specified in the tariffs in effect at the time; and no such carrier shall refund or remit in any manner or by any device, directly or indirectly, or through any agent or broker or otherwise, any portion of the rates, fares, or charges so specified, or extend to any person any privileges or facilities for transportation in interstate or foreign commerce except such as are specified in its tariffs: *Provided*, That the provisions of sections 1 (7) and 22 of part I shall apply to common carriers by motor vehicles subject to this part.

Section 222 (b):

If any motor carrier or broker operates in violation of any provision of this part (except as to the reasonableness of rates, fares, or charges and the discriminatory character thereof), or any rule, regulation, requirement, or order thereunder, or of any term or condition of any certificate or permit, the Commission or its duly authorized agent may apply to the district court of the United States for any district where such motor carrier or broker operates, for the enforcement of such provision of this part, or of such rule, regulation, requirement, order, term, or condition; and such court shall have jurisdiction to enforce obedience thereto by a writ of injunction or by other process, mandatory or otherwise, restraining such carrier or broker, his or its officers, agents, employees, and representatives from further violation of such provision of this part or of such rule, regulation, requirement, order, term, or

condition and enjoining upon it or them obedience thereto.

Section 222 (c):

Any person, whether carrier, shipper, consignee, or broker, or any officer, employee, agent, or representative thereof, who shall knowingly offer, grant, or give, or solicit, accept, or receive any rebate, concession, or discrimination in violation of any provision of this part, or who by means of any false statement or representation, or by the use of any false or fictitious bill, bill of lading, receipt, voucher, roll, account, claim, certificate, affidavit, deposition, lease, or bill of sale, or by any other means or device, shall knowingly and willfully assist, suffer or permit any person or persons, natural or artificial, to obtain transportation of passengers or property subject to this part for less than the applicable rate, fare, or charge, or who shall knowingly and willfully by any such means or otherwise fraudulently seek to evade or defeat regulation as in this part provided for motor carrier or brokers, shall be deemed guilty of a misdemeanor and upon conviction thereof be fined not more than $500 for the first offense and not more than $2,000 for any subsequent offense.

Section 225:

If the owner of property transported under this part directly or indirectly renders any service connected with such transportation, or furnishes any instrumentality used therein, the charge and allowance therefor shall be published in tariffs or schedules filed in the manner provided in this part and shall be no more than is just and reasonable; and the Commission may,

after hearing on a complaint or on its own initiative, determine what is a reasonable charge as the maximum to be paid by the carrier or carriers for the services so rendered or for the use of the instrumentality so furnished, and fix the same by appropriate order.

Elkins Act (32 Stat. 847; 49 U. S. C. 42).

Section 2:

That in any proceeding for the enforcement of the provisions of the statutes relating to interstate commerce, whether such proceedings be instituted before the Interstate Commerce Commission or be begun originally in any circuit court of the United States, it shall be lawful to include as parties, in addition to the carrier, all persons interested in or affected by the rate, regulation, or practice under consideration, and inquiries, investigations, orders, and decrees may be made with reference to and against such additional parties in the same manner, to the same extent, and subject to the same provisions as are or shall be authorized by law with respect to carriers.

U. S. GOVERNMENT PRINTING OFFICE: 1948